****[*insert Advisory Partner’s logo*]

**DISCLAIMER**

In any phase of the negotiations prior to entering into an advisory agreement with an applicant, the Commission reserves full discretion as to whether to conclude the agreement with an applicant, and no applicant shall have any claim or other right or may expect to ultimately sign an advisory agreement as an advisory partner. Any negotiation of terms and conditions of the advisory agreement (including those included in this draft) by no means entails any obligation for the Commission to enter into such advisory agreement with the relevant applicant.

**EUROPEAN UNION
CONTRIBUTION AGREEMENT**

*for the implementation of the InvestEU Advisory Hub*

between the

EUROPEAN UNION

and the

[name of the Advisory Partner]

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**EUROPEAN UNION
CONTRIBUTION AGREEMENT**

*for the implementation of the InvestEU Advisory Hub*

<Contracting Authority’s contract number >

(the "**Agreement**")

**The European Union,** represented by the European Commission (the "**Contracting Authority**"),

first counterparty,

and

<Full official name as mentioned in the LEF>, <Legal status (International Organisation, or other, as applicable)> , <Organisation official registration number, if any> , <Full legal address>, **<**VAT number, for VAT registered organisations>, hereinafter the "**Organisation**",

second counterparty,

(individually a "**Party**" and collectively the "**Parties**") have agreed as follows:

WHEREAS:

1. The InvestEU Regulation[[1]](#footnote-2) sets up the InvestEU Programme (as defined in the InvestEU Regulation) with a view to supporting the policy objectives of the Union by means of financing and investment operations that contribute to the sustainable development and competitiveness of the Union economy. The InvestEU Programme is to be deployed through three main instruments: the InvestEU Fund, the InvestEU Advisory Hub, and the InvestEU Portal (as each is defined in the InvestEU Regulation);
2. This Agreement is the advisory agreement to be entered into pursuant to Article 25 of the InvestEU Regulation on the implementation of one or more advisory initiatives. Its scope encompasses the activities listed in Article 25(1) first paragraph and Article 25(2) of the InvestEU Regulation; and
3. [In accordance with Article 25(6) of the InvestEU Regulation, the advisory initiatives shall incorporate a cost-sharing mechanism between the Commission and the Organisation contributing in parallel towards the same Action (as defined in Article 1).]
4. [*Consider adding a recital referring to objectives set out in Article 25(7) of the InvestEU Regulation*]

THE PARTIES HAVE AGREED AS FOLLOWS:

# SPECIAL CONDITIONS

**Article 1 - Purpose**

1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action under InvestEU Advisory Hub as described in Annex I (the "**Action**"). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.

1.2 Select one option:

[The Action is [co-]financed by the EU Contribution.]

or

[The Action is a Multi-Donor Action and the EU Contribution [is] / [is not] earmarked.]

1.3 The Organisation declares that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been [subject to the Ex-ante Pillar-Assessment] / [assessed by the European Commission for the purpose of granting an exemption to the obligation to undergo the Ex-ante Pillar Assessment].

As provided for in Article 2.2 of Annex II, in case Grants and/or Procurement Contracts will be awarded by the Organisation during the implementation of the Action, insert the following and select options accordingly:

[In the performance of the activities, the Organisation shall:

* [Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment If applicable, insert:[, complemented with the *ad-hoc* measures laid down in Article 7]][, and]
* [Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment If applicable, insert:[, complemented with the *ad-hoc* measures laid down in Article 7]].]

1.4 The Action is financed under the InvestEU Programme under the EU budget.

1.5 Select one:

For International Organisations/Member State Organisations which have established an arrangement to provide annually a global management declaration covering more than one Contribution Agreement/Contribution Agreement for Financial Instruments:

[The Organisation shall provide annually a global management declaration to the European Commission headquarters.]

For International Organisations /Member State Organisations, in all other cases:

[The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.]

For other organisations which have established an arrangement to provide annually a global management declaration and a global audit opinion covering more than one Contribution Agreement/Contribution Agreement for Financial Instruments:

[The Organisation shall send annually a global management declaration and a global audit or control opinion to the European Commission headquarters.]

For other organisations, in all other cases:

[The Organisation shall provide a management declaration in accordance with Article 3.10 with every progress and final report and an audit or control opinion in accordance with Articles 3.11 and 3.12 of Annex II one month following the management declaration.]

 [1.6 This Agreement is subject to the provisions of <reference to any relevant financial framework partnership agreement between the European Commission and the Organisation.]

**Article 2 - Entry into Force and Implementation Period**

Entry into Force

2.1 The Agreement shall enter into force on the date when the last Party signs.

Implementation Period

2.2 The implementation period of the Agreement (the "**Implementation Period**") shall commence on: select one in agreement with the Organisation

- [the day after the last Party signs.]

- <a later date>

- [the first day of the month following the date on which the Contracting Authority pays the first pre-financing.]

- <a date preceding the signature of the Agreement, but not preceding the Organisation's request for a contribution.[[2]](#footnote-3)>

2.3 The Implementation Period of the Agreement is <indicate the number of months>.

**Article 3 - Financing the Action**

3.1 The total cost of the Action[[3]](#footnote-4) is estimated at [EUR] or <insert accounting currency of the Organisation> ("**Currency of the Agreement**") <insert amount>, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR <insert amount>, if the Currency of the Agreement is not EUR insert which is estimated at <insert Currency of the Agreement> <insert the amount corresponding to the amount of the EU Contribution in the Currency of the Agreement at the InforEuro rate of the month of signature of this Agreement> (the "**EU Contribution**").

The final amount will be established in accordance with Articles 16 to 18 of Annex II.

Remuneration

3.2 The remuneration of the Organisation by the Contracting Authority for the activities to be implemented under this Agreement shall be <enter percentage not exceeding 7%> of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

Interest on pre-financing

3.3 Select one out of the two options:

When the rules of the Organisation do not provide for the reimbursement of interest on pre-financing:

[Interest generated on pre-financing shall not be due.]

When the rules of the Organisation provide for the reimbursement of interest on pre-financing in order to ensure equal treatment of donors:

[Interest on pre-financing shall be treated as follows:]

< describe how interest on pre-financing shall be treated >

**Article 4 - Payment Arrangements and Reporting**

Payment Arrangements

* 1. The pre-financing rate is <.... >%.[[4]](#footnote-5)

4.2 Payments shall be made in accordance with Article 17 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment:[[5]](#footnote-6) <Currency of the Agreement> <amount>

[Further pre-financing instalment(s): <Currency of the Agreement > <amount > following the end of the <1st, 2nd, etc. reporting period, from date to date >[[6]](#footnote-7) corresponding to the Contracting Authority’s part of the forecast budget for the subsequent <x> months.]

[Forecast balance of the final amount of the EU Contribution, if any (subject to the provisions of Annex II):<Currency of the Agreement> <amount>.]

Where the Currency of the Agreement is not EUR insert:

[The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.]

Reporting

4.3 The Organisation acknowledges that the European Commission has introduced an Electronic Exchange System (the "**System**" or the "**InvestEU MIS**") for the electronic management of this Agreement. The Organisation will be required to register in and use the InvestEU MIS to allow for the e-management of this Agreement.

The Organisation shall submit the information referred to in Article 3.7 b) of Annex II, as well as in Annexes I, VII and VIII, via the InvestEU MIS for all reports under this Agreement: The European Commission shall inform the Organisation at least three months prior to the date on which other documents and processes related to this Agreement (including reports, payment requests, communications and formal amendments as per Article 10.1 of Annex II) are to be processed via the InvestEU MIS.

4.4 In accordance with Article 3.4 of Annex II, the Organisation shall be subject to the operational reporting obligations as set out in the InvestEU Advisory Hub Operational Reporting (KPI&KMI) Methodology for Advisory Partners enclosed as Annex VIII.

4.6 If the InvestEU MIS is not operational or is not technically functioning, any communications or documents that under this Agreement must be submitted through the InvestEU MIS shall be submitted to by email to the email address mentioned in Article 5.1 or by other means as and when agreed between the Parties.

4.7 Communications or documents shall be submitted in structured or unstructured format, as set out in this Agreement.

4.8 Within 30 (thirty) days after the signature of this Agreement, the Organisation shall communicate to the Commission, in electronic form, the list of its InvestEU MIS designated users and the corresponding access rights. Thereafter, the Organisation shall promptly communicate to the Commission any changes to the list of its InvestEU MIS designated users, in accordance with the InvestEU MIS terms and conditions.

4.9 The InvestEU MIS designated users shall have access to the InvestEU MIS in order to receive from or to send to the Commission documents related to this Agreement including reporting in relation to advisory requests and assignments under this Agreement. The InvestEU MIS shall be accessible to the InvestEU MIS designated users in accordance with the InvestEU MIS terms and conditions.

In case of a Multi-Donor Action where the EU Contribution is earmarked, insert:

[4.10 The information required as per Articles 3.7 f), 3.8 b) and c) of Annex II has to be included only for the part of the Action financed by the EU Contribution.]

**Article 5 – Communication language and contacts**

5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.

5.2 Subject to Article 4.3, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority’s contract number and the title of the Action, and shall be dispatched to the addresses below by courier or registered mail with a copy by email.

5.3 Subject to Article 4.3, any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

European Commission

Directorate-General for Economic and Financial Affairs

For the attention of Head of Unit L2

L-2920 Luxembourg

Email: EC-InvestEU-Advisory-Hub@ec.europa.eu

For the Organisation

<address of the Organisation for correspondence>

Any change made to the above communication details shall have effect only after it has been notified in accordance with this Article 5.3.

5.4 Notices and communications are deemed to have been made when they are received by the receiving Party. Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.

5.5 The contact point within the Organisation, which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter’s operational activities shall be: <complete OLAF contact point within the Organisation>.

5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:

<Insert here the contact of the designated person or the contact of the liaison point if there is one>

**Article 6 - Annexes**

6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex I: Description of the Action [[7]](#footnote-8)

Annex II: General Conditions for Contribution Agreements

[Annex II.b: Provisions only applicable to a Contribution Agreement resulting from the award of a grant with or without a call for proposals for EU External Action[[8]](#footnote-9)]

Annex III: Budget for the Action[[9]](#footnote-10)

Annex IV: Financial Identification Form[[10]](#footnote-11)

Annex V: Standard Request for Payment

[Annex VI: Management Declaration template] This annex is not needed when there is an arrangement to provide annually a global Management Declaration (in which case the Organisation shall download the applicable template available at: <https://ec.europa.eu/international-partnerships/working-partner-organisations_en>).

Annex VII: Financial Reporting Template for the Organisation’s Contribution

Annex VIII: InvestEU Advisory Hub Operational Reporting (KPI&KMI) Methodology for Advisory Partners

Annex IX: Policy Review Dialogues and Governance Arrangements

6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and where applicable [including [II.b)]] and those of the other Annexes, the provisions of Annex II and where applicable [including [II.b)]] shall take precedence.

**Article 7 – Additional specific conditions applying to the Action**

7.1 The following shall supplement Annex II:

For any supervisory measures resulting from the Ex-Ante Pillar Assessment or exemption:

7.1.1 Pursuant to Article 2 of Annex II the [Organisation] shall apply the following *ad hoc* measures:

< insert ad hoc measures>.

If VAT, taxes, duties and charges are not eligible, i.e. the basic act/financing agreement excludes their eligibility

**[**7.1.[2] <VAT/ taxes, duties and charges > are not eligible [for the [following] activities as described in Annex I].

In case the Organisation has not concluded a special arrangement with the Commission (for example, through a financial framework partnership agreement) on the respect of EU restrictive measures, please insert the clauses below.

[7.1.[3] The following shall supplement Annex II:

7.1.[3].1 Article 1 is supplemented by the following definitions:

|  |  |
| --- | --- |
| "EU Restrictive Measures: | restrictive measures adopted pursuant to the Treaty on European Union (TEU) or to the Treaty on the Functioning of the European Union (TFEU). |
| Restricted Person: | any entities, individuals or groups of individuals designated by the EU as subject to the EU Restrictive Measures[[11]](#footnote-12)."  |

7.1.[3].2 Article 2 of Annex II is supplemented by adding Article 2.11 as follows:

"2.11

1. In their contractual relationship the Parties recognise that under EU law no EU funds or economic resources are to be made available directly or indirectly to, or for the benefit of, Restricted Persons.
2. The Organisation shall ensure that no transaction subject to a verified hit against the EU sanctions list shall benefit directly or indirectly from EU funding. The Organisation commits to ensure this i) through screening for hits against EU sanctions before any direct contracts it concludes and ii) at subsequent levels through the Organisation's risk based due diligence.

The Organisation will implement this obligation through the following measures:

1. The Organisation shall screen for hits against the EU sanctions list, before entering into, and before making payments under, the relevant agreements, each Contractor and Grant Beneficiary with whom the Organisation has or is expected to have a direct contractual relationship, so as to assess whether such recipient is a Restricted Person.
2. The Organisation shall ensure, through screening or through other appropriate means (that may include an ex-post verification) on a risk based approach basis, that no entity that has or is expected to have a direct contractual relationship with a Grant Beneficiary in relation to the implementation of the Action and that would receive EU funding ("**Indirect Recipient**"), is a Restricted Person.
3. In the event that the Organisation assesses that any of the recipients of the EU funding referred to in subparagraphs (b)(i) and (b)(ii) is a Restricted Person, and the Organisation decides that the transaction should proceed notwithstanding a verified hit against EU sanctions, the Organisation shall promptly inform the Contracting Authority. Should the Contracting Authority consider that the use of the EU funding in connection with the Agreement would result in a breach of the EU Restrictive Measures, the Contracting Authority shall notify the Organisation within twenty-five (25) Days of the date of the receipt of the Organisation's notice pursuant to the immediately preceding sentence. If the Contracting Authority does not notify the Organisation pursuant to this subparagraph, the Contracting Authority shall be deemed to have no objection.
4. If the Contracting Authority notifies the Organisation pursuant to the immediately preceding subparagraph, the Organisation and the Contracting Authority shall promptly consult each other with a view to jointly determining remedial measures in accordance with their respective applicable legal frameworks.  These measures may include, but shall not be limited to: (A) the reallocation of the relevant portion of the EU funding net of any costs incurred by the Organisation for undertaking any procurement or award procedure unless in case of the Organisation's gross negligence or wilful misconduct; (B) recovery by the Contracting Authority from the Organisation of the amount of the EU funding provided directly or indirectly for the benefit of a recipient referred to in subparagraphs (b)(i) and b)(ii) that is a Restricted Person under the Agreement. Where appropriate, a combination of remedial measures may be applied. Where remedial measures cannot be agreed or if the Organisation nonetheless decides to proceed with a transaction, the corresponding amount shall not be charged (including through the application of the notional approach) to (i) the Action where the Action is exclusively financed by the EU, or in case the Action is Multi-Donor and the maximum EU Contribution is expressed as a percentage of total eligible costs of the Action; or (ii) to the EU Contribution in all other cases. This is without prejudice to any rights that the Contracting Authority may have to suspend or terminate this Agreement or to recover any EU funding contributed by the Contracting Authority to the Organisation.
5. The determination of remedial measures will be made in accordance with the principle of proportionality. Remedial measures shall apply only to the EU funding made available to, or for the benefit of, a recipient referred to in subparagraphs (b)(i) and (b)(ii) for the period during which it remained a Restricted Person.
6. For the avoidance of doubt, the Parties acknowledge that if a recipient of the EU funding becomes a Restricted Person after the date on which such EU funding was made available to, or for the benefit of, such recipient, subparagraphs (c) and (d) shall not apply to the EU funding made available to, or for the benefit of, the Restricted Person before its listing.
7. Preceding subparagraphs (a) to (f) are without prejudice to the exceptions contained in the EU Restrictive Measures.
8. The Contracting Authority will not intervene in the Organisation's processes for selecting and engaging with recipients in full respect of the Organisation's Regulations and Rules."]

7.1.x Multi-Donor Actions with donors other than the Contracting Authority and the Organisation, and with an implementation period of the Action that is shorter than the implementation period of the overall action, choose one of the two options:

- where surplus is distributed pro-rata to all donors: [The Organisation shall submit the final report(s) of the overall action referred to in Article 3.3 of Annex II to the Contracting Authority once available. In the event of a final surplus balance of total financing over expenditures at the end of the overall action, the Organisation shall specify in the final report(s) of the overall action the amount of the surplus balance. An amount of this surplus balance proportionate to the EU Contribution to the overall action shall be refunded to the Contracting Authority. To this end, the Contracting Authority shall issue a recovery order in accordance with Article 14 of Annex II].

- where surplus is used for another agreed purpose: [The Organisation shall submit the final report(s) of the overall action referred to in Article 3.3 of Annex II to the Contracting Authority once available. In the event of a final surplus balance of total financing over expenditures at the end of the overall action, the Organisation shall specify in the final report(s) of the overall action the amount of the surplus balance. The surplus balance shall be treated as follows: <insert the details of the treatment e.g. surplus will be used for similar action and under what conditions>.]

Multi-Donor Actions with donors other than the Contracting Authority and the implementation period of the Action is equal to the implementation period of the overall action, choose one of the two options:

- where surplus is distributed pro-rata to all donors: [Article 18.1.b of Annex II shall be supplemented as follows: In the event of a final surplus balance of total financing over expenditures at the end of the Action (including its closure), the Organisation shall specify in the final report the amount of the surplus balance. An amount of this surplus balance proportionate to the EU Contribution to the Action shall be refunded to the Contracting Authority. To this end, the Contracting Authority shall issue a recovery order in accordance with Article 14."]

- where surplus is used for another agreed purpose: [The following shall supplement this Agreement: In the event of a final surplus balance of total financing over expenditures at the end of the Action (including its closure), the Organisation shall specify in the final report the amount of the surplus balance. The surplus balance shall be treated as follows: <insert the details of the treatment e.g. surplus will be used for similar action and under what conditions>.]

If needed insert additional supplementary conditions:

7.1.[4] Article 2 of Annex II is supplemented by adding Article 2.12 as follows:

"2.12 Annex IX contains (i) the rules for coordination meetings to discuss the implementation of the Action (the "**Policy Review Dialogues**"), as well as (ii) other arrangements related to the governance of the Action in the context of the InvestEU Programme.”

For International Organisations and Organisations that are not subject to EU law:

[7.1.[5] The following shall supplement Annex II: [*a clause to be included stipulating measures to be implemented by the Organisation in case a Council Implementing Decision is adopted pursuant to Regulation 2020/2092 on general regime of conditionality of protection for the protection of the Union budget.*]

7.2 The following derogations from Annex II shall apply:

If needed in case the Implementation Period starts later than the entry into force of the Agreement:

7.2.[1] By derogation from Article 17.1 of Annex II, the first pre-financing instalment shall be paid by <insert date>

If needed, insert additional derogation conditions:

7.2.[2] By derogation from Article <insert derogation>

In case the Contracting Authority is the European Commission[[12]](#footnote-13) and the Organisation is an International Organisation and any of the Parties signs the Agreement by using qualified electronic signature(s)[[13]](#footnote-14), please add:

[The Parties accept the validity of any qualified electronic signature used for the signature of this Agreement and recognise the latter as equivalent to a hand-written signature.]

Select one of the following when the Contracting Authority is a Partner Country or when at least one Party uses a hand-written signature:

Done in <specify the place(s)> in three originals in the English language, two for the Contracting Authority and one for the Organisation.

In case all Parties, including the Contracting Authority (only applicable when the latter is the European Commission), conclude this Agreement through the use of QES:

Done in <specify the place(s)> in the English language.

|  |  |
| --- | --- |
| **For the Organisation** | **For the Contracting Authority**  |
| Name  |  | Name |  |
| Position  |  | Position |  |
| Signature |  | Signature |  |
| Date |  | Date |  |

**ANNEX I -** **Description of the Action**

<*include description of the Action* >

* 1. The Action contributes to the objectives of the InvestEU Advisory Hub specified in Article 25.1, first paragraph, and in Article 25.2 of the InvestEU Regulation and, where applicable, to the specific objectives of the financing contributed from sources other than the EU Contribution from the InvestEU budget, such as other Union programmes and/or other budgets managed by the Commission, such as contributions made under the Member States compartments specified in Article 9 of the InvestEU Regulation.

* 1. Before engaging with any beneficiaries the Organisation will ensure that there is no duplication of support of any kind, including but not limited to financial and operational support, received for the scope of the advisory support provided.
	2. In order to ensure an efficient and timely implementation of the Action, the Organisation shall submit to the Commission for prior approval, through the InvestEU MIS, all proposed assignments for advisory support with an estimated cost of above <*insert amount*>.

The information package to be submitted for each advisory initiative assignment shall take account of the nature of the proposed assignment and the commercial sensitivity of the information available to the Organisation and shall consist of:

1. "structured" data inputs (in line with the data requirements for all advisory initiatives as outlined in Article 4.14 or Annex I); and
2. additional information, submitted in the form of an "unstructured" PDF attachment.

The information package should typically include:

* a brief outline of the advice requested;
* the identification of the beneficiary;
* the estimated cost of its delivery;
* the expected implementation period;
* its eligibility within the relevant advisory initiative; and
* its link to investment and Invest EU financing, where relevant.

The information and any assessment and/or evaluation contained in the information package and or in the reports to be provided according to Annex II shall in no way be construed and/or deemed and/or interpreted as an assessment by the Organisation of the potential funding eligibility of the Action and/or the projects and/or as a commitment by the Organisation to finance (in any technical way) the Action and/or the projects.

If the Commission does not express a view within 20 (twenty) calendar days of receiving the request for approval from the Organisation, the advisory support assignment proposed shall be deemed as approved by the Commission.

* 1. At least [50]% of the total amount of the EU Contribution available under the advisory initiative listed in Annex I shall be used to provide advisory support for the benefit of projects that are potentially eligible to receive subsequent financing supported by the InvestEU Fund or, where not eligible but still aligned with InvestEU priorities, that are potentially eligible to be financed from other sources, including the Organisation’s own resources.
	2. The activities implemented under the Advisory Initiative contribute to the climate objectives of the InvestEU Programme and climate tracking target for the Union budget. The Advisory Initiative as described in Annex I has been assigned with a climate marker (<*insert the relevant number*>%) based on the methodology defined in the InvestEU Programme climate and environmental tracking guidance.

**ANNEX II -** **General Conditions**

[TO BE ADDED]

**ANNEX III - Estimated Budget for the Action**

[TO BE ADDED]

**ANNEX IV - Financial Identification Form**

[TO BE ADDED]

**ANNEX V - Standard Request for Payment**

Date of the request for payment <.......>

the attention of

<*Address of the Contracting Authority*>

<Financial unit indicated in the Contribution Agreement>[[14]](#footnote-15)

Reference number of the Contribution Agreement: ...

Title of the Contribution Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of pre-financing/interim payment/balance[[15]](#footnote-16) under the Contribution Agreement mentioned above.

The amount requested is [in accordance with Article 4 of the Special Conditions of the Contribution Agreement/the following: ...][[16]](#footnote-17)

Please find attached the following supporting documents:

* narrative and financial progress report (for pre-financing / interim payments )
* final narrative and financial report (for payment of the balance)[[17]](#footnote-18)

The payment should be made to the following bank account: .[[18]](#footnote-19)

Please when making the payment indicate the following communication: …

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully, <signature>

**ANNEX VI -** **Management declaration template**

I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Insert/complete in case an individual Management Declaration for one Contribution Agreement is submitted: [[Contribution Agreement] (the "**Agreement**")], based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

1. The information submitted under Article 3 of the General Conditions of the Agreement for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate

2. The expenditure was used for its intended purpose as defined in Annex I of the Agreement;

3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of the Agreement.

4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement and applying its own rules and procedures, where applicable, subject to the ad hoc measures agreed upon with the European Commission, as regards:

1. internal control;
2. accounting system;
3. independent external audit;
4. exclusion from access to funding;
5. publication of information on recipients;
6. protection of personal data;

Add one or more of the following options, as applicable:

1. [award and management of Grants;]
2. [award and management of Procurement Contracts;]
3. [Financial Instruments] In case any of the optional sub pillars 6b and/or 6c have been assessed and if applicable, add as required: [, including [Tax Avoidance and Non-Cooperative Jurisdictions][and][Anti-Money Laundering and Countering Terrorism Financing]].

5. No substantial changes, which have not already been communicated to the European Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

Furthermore, I confirm that I am not aware of any undisclosed matter which could harm the interests of the European Union.

[*However, the following reservation(s) should be noted:*

 <present and explain reservation(s)>][[19]](#footnote-20)

 <insert place and date>

 …………

  *(signature)*

 <Insert forename and surname>

**ANNEX VII - Financial Reporting Template for the Organisation’s Contribution**

[to be added]

**ANNEX VIII - InvestEU Advisory Hub Operational Reporting (KPI&KMI) Methodology for Advisory Partners**

[TO BE ADDED]

**ANNEX IX - Policy Review Dialogues and Governance Arrangements**

**Section A – Purpose of this Annex**

1. This Annex IX sets out the detailed rules for the Policy Review Dialogues, as well as other arrangements related to the governance of the Action.

**Section B – The Policy Review Dialogues**

1. The Parties establish one Policy Review Dialogue which shall cover all advisory initiatives under the Agreement.
2. The Policy Review Dialogue is a consultative forum between the Parties aimed to:

(a) review the performance of each advisory initiative and its implementation status (including its geographical coverage); and

(b) provide guidance on subsequent implementation.

Further topics may be discussed at the request of either Party.

1. Each Party may designate some of the members from its services that are responsible for the advisory initiative(s) to participate in a Policy Review Dialogue.
2. Each Policy Review Dialogue shall be supported by a secretariat to be provided by the Commission. The secretariat shall be responsible in particular for the organisation of the Policy Review Dialogue meetings, including drawing up and distribution of the Policy Review Dialogue’s documents, agenda and minutes. The Chairperson shall be designated by the Commission.

*Periodicity of meetings*

1. The Policy Review Dialogue shall be organised once a year. In addition, when duly justified, a Policy Review Dialogue may be convened at the request of either Party.
2. The first Policy Review Dialogue shall take place within 12 (twelve) months from the date the Agreement enters into force.
3. Any Policy Review Dialogue shall be convened by the Commission, either on its own initiative, or at the request of the Organisation.
4. The meetings of the Policy Review Dialogue may be called in person, in a virtual or hybrid format.

*Agenda*

1. The Commission shall consult the Organisation of the Policy Review Dialogue on the items expected to be included on the agenda for the Policy Review Dialogue, draw up the final agenda and submit it to the Organisation.
2. At the request of either Party, a new item may be placed on the agenda during the course of a Policy Review Dialogue with the approval of a simple majority of the participants, provided, however, that such new item would not have required either Party to designate a different participant.

*Documentation to be sent to the Policy Review Dialogue participants*

1. The Organisation shall submit to the Commission any relevant documents for the Policy Review Dialogue at least 15 (fifteen) calendar days before the date of the meeting, a period which may be shortened by the Chairperson to address urgent matters. For the avoidance of doubt, the Organisation will not be required to produce any document in addition to the reporting requirements set out in Annex VI of the Agreement for this purpose.
2. Not later than 10 (ten) calendar days before the date of the Policy Review Dialogue, a period which may be shortened by the Chairperson to address urgent matters, the Commission shall send to the Organisation:
	1. the invitation to the Policy Review Dialogue, indicating as well whether it shall be organised in person, or in a virtual or hybrid format;
	2. the agenda; and
	3. any relevant documents, including any proposed measures, corresponding to those items on the agenda.

*Working methods for the Policy Review Dialogue*

1. The Organisation shall use reasonable efforts to take into account the views of the Commission expressed during the Policy Review Dialogue.

*Representation and quorum*

1. The Chairperson shall draw up an attendance list at the beginning of each Policy Review Dialogue.

*Admission of third parties*

1. Either Party may designate experts and/or observers to participate in a Policy Review Dialogue. For the avoidance of doubt, the person(s) designated by the Commission to attend the Policy Review Dialogue as part of the secretariat function shall not be considered observers.

*Minutes and summary report of a Policy Review Dialogue*

1. The Commission, through the secretariat function, shall draw up minutes of each meeting, under the auspices of the Chairperson. The minutes shall contain the views, guidance, recommendations, or opinions, as relevant, expressed on issues referred to in the agenda. If necessary, the text of the guidance, recommendations or opinions shall be included as a separate annex to the minutes.
2. The minutes shall be sent to the participants of the Policy Review Dialogue within 30 (thirty) calendar days of the meeting.
3. Any Policy Review Dialogue participant may send any written comments they may have on the minutes to the Chairperson, who shall inform all Policy Review Dialogue participants thereof. If there are any disagreements, the proposed changes shall be discussed by the participants of the Policy Review Dialogue. If the disagreement persists, the proposed changes shall be included as a separate annex to the minutes.
4. The minutes of a Policy Review Dialogue meeting shall be approved by the Policy Review Dialogue members appointed by the Parties for that meeting.

*Miscellaneous*

1. For the purposes of this Annex IX, each Party shall communicate to the Chairperson and the secretariat, at the address specified in Article 5.3 of the Special Conditions of the Agreement, the identity and address for electronic correspondence of each participant they respectively designate for each Policy Review Dialogue.
2. The principles and conditions concerning public access to the Policy Review Dialogue documents shall be the same as those applying to the Commission and the Organisation’s documents, respectively. The participants of the Policy Review Dialogue shall decide, including via a dedicated written procedure, on how to treat the requests for access to these documents.
3. Without prejudice to the preceding, the discussions and deliberations of the Policy Review Dialogue shall be kept confidential.
1. Regulation (EU) 2021/523 of the European Parliament and of the Council of 24 March 2021 establishing the InvestEU Programme and amending Regulation (EU) 2015/1017 (OJ L 107, 26.3.2021, p. 30). [↑](#footnote-ref-2)
2. [↑](#footnote-ref-3)
3. [↑](#footnote-ref-4)
4. The Parties have to agree on a pre-financing rate (X%). The determination of the amount of the pre-financing instalments corresponds to X% of the part of the forecast budget for the following reporting period of the Action which is being financed by the EU (excluding not authorised contingencies). Subject to the provisions of Article 17 of Annex II, each further instalment of pre-financing will thus consist of the remaining part of the budget financed by the EU for the previous period (where pre-financing rate is less than 100%) and the new pre-financing for the forecast budget for the subsequent 12 months, the latter at the pre-financing rate stated in Article 4.1.In the case of blending facilities/platforms, it is always 100%. [↑](#footnote-ref-5)
5. For Contribution Agreements within blending facilities/platforms [The first pre-financing instalment includes 100% of the remuneration mentioned under Article 3.2] [↑](#footnote-ref-6)
6. Unless otherwise provided for in the Special Conditions, the reporting period is every 12 months as from the commencement of the Implementation Period. [↑](#footnote-ref-7)
7. [↑](#footnote-ref-8)
8. Indicative Results Indicators measuring Outputs and Outcomes as determined by the nature of the Action, have to be included in Annex I attached to the Agreement. Also applicable in case of a direct award by a Contracting Authority other than the European Commission. [↑](#footnote-ref-9)
9. As there is no standard template for the Budget (except where the Organisation responds to a call for proposals), there is room for discussion on what constitutes a budget heading. In order to avoid disputes at a later point, this should be clarified between the Contracting Authority and the Organisation when an agreement is being signed, as a footnote or explanatory note in Annex III. [↑](#footnote-ref-10)
10. Where payment is to be made to a bank account which is already known to the Contracting Authority, the Organisation may provide a copy of the relevant financial identification form: <https://ec.europa.eu/info/publications/financial-identification_en>.

If required, the Organisation shall provide a copy of the Legal Entity File: <https://ec.europa.eu/info/publications/legal-entities_en>. [↑](#footnote-ref-11)
11. Consolidated list (the "**EU sanctions list**") presently available at <https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>. Note that the EU Official Journal is the official source of EU law and, in case of conflict, its content prevails. [↑](#footnote-ref-12)
12. Please note that when the Contracting Authority is a partner country or a body designated by it, all Parties must conclude the Agreement using a hand-written signature. [↑](#footnote-ref-13)
13. Contribution agreements may be concluded through the use of a ‘qualified electronic signature’ (QES), in compliance with Regulation (EU) No 910/2014 and recognized by the latter having equivalent legal effect to a hand-written signature (see note Ares(2020)7573858 for more details), where both the applicable law and the dispute settlement forum are in an EU Member State (e.g. contribution agreements concluded with Member States Organisations).

In case the applicable law and the dispute settlement forum are not in an EU Member State (contribution agreements signed with International Organisations), contribution agreements may be concluded ‘electronically’ subject to the introduction, in these Special Conditions, of ad-hoc provisions through which the Parties recognize the validity of each other’s electronic signatures. In this context, please note that the European Commission may only use and recognize the QES, which is equivalent to a hand-written signature, in accordance with the above-mentioned EU Regulation. [↑](#footnote-ref-14)
14. If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Contribution Agreement. [↑](#footnote-ref-15)
15. Delete the options which do not apply. [↑](#footnote-ref-16)
16. Delete the option which does not apply. [↑](#footnote-ref-17)
17. Delete the items which do not apply. [↑](#footnote-ref-18)
18. Indicate the account number shown on the financial identification form annexed to the Contribution Agreement. In the event of change of bank account, please complete and attach a new financial identification form as per model. [↑](#footnote-ref-19)
19. Option to be used in case of reservations. [↑](#footnote-ref-20)